## **EXHIBIT F-3**

## **RFR Required Specifications for Information Technology**

## Exhibit Refresh Date: August 13, 2007

Information Technology. Required for Information Technology contracts. All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth's CIO. Nonconforming IT systems cannot be deployed unless the purchasing agency and their contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards and Guidance, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division's CommonHelp group at commhelp@state.ma.us or 1 (866) 888-2808.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp group at <a href="mailto:commhelp@state.ma.us">commhelp@state.ma.us</a> or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

<u>Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions.</u>
Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:

OBJECT CODE	TITLE
U01	TELECOMMUNICATION SERVICES DATA
U02	TELECOMMUNICATION SERVICES VOICE
U03	SOFTWARE AND INFORMATION TECHNOLOGY (IT) LICENSES
U04	INFORMATION TECHNOLOGY (IT) CHARGEBACK
U05	INFORMATION TECHNOLOGY (IT) PROFESSIONALS
U06	INFORMATION TECHNOLOGY (IT) CABLING
U07	INFORMATION TECHNOLOGY (IT) EQUIPMENT
U08	INFORMATION TECHNOLOGY (IT) EQUIPMENT TELP LEASE-PURCHASE
U09	INFORMATION TECHNOLOGY (IT) EQUIPMENT RENTAL OR LEASE
U10	INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE AND REPAIR
U75	ADVANCE ADMINISTRATIVE EXPENSES
U98	REIMBURSEMENT FOR TRAVEL EXPENSES FOT IT PROFESSIONALS

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.